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7 UNITED STATES DISTRICT COURT

8 CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

10 Courtney Alvarado

11 Plaintiff,

13 v.

14 Aaron's, LLC

15 Defendant.

CASE NO. 5:22-cv-00670

PLAINTIFF'S COMPLAINT FOR  
DAMAGES:

1. Violation of the Rosenthal Fair Debt  
Collection Practices Act
2. Intrusion Upon Seclusion
3. Violation of the Telephone Consumer  
Protection Act

18 COMES NOW Plaintiff Courtney Alvarado (hereinafter "Plaintiff"), an  
19 individual, based on information and belief, to allege as follows:

20 **INTRODUCTION**

21 1. Plaintiff brings this action against Defendant Aarons, LLC (hereinafter  
22 "Aaron's" or "Defendant") in response to receiving approximately 35 telephone  
23 calls and pre-recorded messages from Aaron's over the course of three months. The  
24 calls and other contact continued despite Aaron's receiving certified notice  
25 demanding the calls stop and informing Aaron's that Plaintiff was represented by  
26 counsel. Aaron's also sent multiple payment demands to the Plaintiff through email  
27 and regular mail despite knowing she was represented by counsel.  
28

1        2. This is an action for damages brought by an individual consumer for  
2 Defendant's violations of the Rosenthal Fair Debt Collection Practices Act, Cal. Civ.  
3 Code §1788, *et seq.* (hereinafter "Rosenthal Act"), which prohibits debt collectors  
4 from engaging in abusive, deceptive, and unfair practices, intrusion upon seclusion,  
5 which California has adopted from §652B of the Restatement (Second) of Torts, and  
6 violation of the Telephone Consumer Protection Act 47 U.S.C. §227, *et seq.*  
7 (hereinafter "TCPA"), which prohibits the use of automated dialing equipment when  
8 making calls to consumers.

9        3. Plaintiff brings this action against Defendant for its abusive and outrageous  
10 conduct in connection with debt collection activity.

11        4. In Calif. Civil Code § 1788.1(a)-(b), the California Legislature made the  
12 following findings and purpose in creating the Rosenthal Act:

13            (a)(1) The banking and credit system and grantors of credit to  
14 consumers are dependent upon the collection of just and owing debts.  
15 Unfair or deceptive collection practices undermine the public  
16 confidence which is essential to the continued functioning of the  
17 banking and credit system and sound extensions of credit to consumers.

18            (2) There is need to ensure that debt collectors and debtors exercise  
19 their responsibilities to another with fairness and honesty and due  
20 regard or the rights of the other.

21            (b) It is the purpose of this title to prohibit debt collectors from engaging  
22 in unfair or deceptive acts of practices in the collection of consumer  
23 debts and to require debtors to act fairly in entering into and honoring  
24 such debts, as specified in this title.

25        5. While many violations are described below with specificity, this Complaint  
26 alleges violations of the statutes cited in their entirety.

27        6. The TCPA was designed to prevent calls like the ones described herein, and  
28 to protect the privacy of citizens like Plaintiff, and by enacting the TCPA, Congress

1 intended to give consumers a choice as to how corporate entities may contact them  
2 and to prevent the nuisance associated with automated or prerecorded calls.

3 **JURISDICTION & VENUE**

4 7. This Court has jurisdiction under 28 U.S.C. §§ 1331, 1337, and 1367, and 47  
5 U.S.C. § 227.

6 8. This venue is proper pursuant to 28 U.S.C. §1391(b).

7 9. Plaintiff resides in the Central District of California.

8 10. Aaron's maintains hundreds of retail locations throughout the State of  
9 California, including the Central District.

10 **GENERAL ALLEGATIONS**

11 11. Plaintiff is an individual residing in the state of California and is a "debtor"  
12 as defined by Cal. Civ. Code §1788.2(g).

13 12. At all relevant times herein, Aaron's was a company engaged, by the use of  
14 mail, email, and telephone, in the business of collecting a debt from Plaintiff, and a  
15 "consumer debt," as defined by Cal. Civ. Code §1788.2(f).

16 13. At all relevant times, Defendant acted as a "debt collector" within the  
17 meaning of Cal. Civ. Code §1788.2(c)

18 14. Plaintiff opened an account with Defendant in 2019 or 2020.

19 15. The account Plaintiff opened with Defendant was primarily for personal,  
20 family or household purposes and is therefore a "debt" as that term is defined by the  
21 Calif. Civil Code § 1788.2(d) of the Rosenthal Act.

22 16. Defendant has been attempting to collect on a debt that originated from  
23 monetary credit that was extended primarily for personal, family, or household  
24 purposes, and was therefore a "consumer credit transaction" within the meaning of  
25 Calif. Civil Code § 1788.2(3) of the Rosenthal Act.

26 17. Because Plaintiff, a natural person allegedly obligated to pay money to  
27 Defendant rising from what Plaintiff is informed and believes was a consumer credit  
28

1 transaction, the money allegedly owed was a “consumer debt” within the meaning  
2 of California Civil Code § 1788.2(f) of the Rosenthal Act.

3 18. Plaintiff is informed and believes that Defendant is one who regularly  
4 collects or attempts to collect debts on behalf of themselves, and is therefore a “debt  
5 collector” within the meaning of the Calif. Civil Code § 1788.2(c) of the Rosenthal  
6 Act, and thereby engages in “debt collection” within the meaning of the California  
7 Civil Code § 1788.2(b) of the Rosenthal Act, and is also therefore a “person” within  
8 the meaning of California Civil Code § 1788.2(g) of the Rosenthal Act.

9 19. Plaintiff’s account was an unsecured credit card and Plaintiff began making  
10 payments on the account shortly after it was opened.

11 20. Plaintiff was making payments on the account for several years before she  
12 became financially unable to keep up with the monthly payments.

13 21. Defendant began contacting Plaintiff January of 2022 to inquire about the  
14 status of the account and to collect on the payments that were no longer being made.

15 22. Plaintiff retained counsel to assist in dealing with Defendant’s debt and to  
16 seek some type of financial relief.

17 23. Counsel for Plaintiff sent Defendant an initial letter confirming  
18 representation of Plaintiff and informing Defendant that it was to no longer contact  
19 Plaintiff directly and that all calls/letters/collection efforts were to no longer be  
20 directed at Plaintiff.

21 24. The contents of the letter also informed Defendant that Plaintiff was  
22 withdrawing her consent to be contacted on her cellular telephone if any such  
23 consent had ever been previously given.

24 25. Counsel for Plaintiff sent the letter of representation to Defendant through  
25 certified mail on January 11, 2022. Defendant received the certified letter on January  
26 19, 2022.

27 26. Plaintiff informed Defendant that she was revoking her consent to be called  
28 on her cellular telephone in January of 2022.

1 27. Defendant continued to contact Plaintiff even after it had received Plaintiff's  
2 January 11, 2022 letter.

3 28. Despite being aware that Plaintiff was represented by counsel, Aaron's  
4 continued to place calls to Plaintiff's cellular telephone.

5 29. The actual call volume may be much higher as the number of calls placed by  
6 Aaron's to Plaintiff have overwhelmed Plaintiff and caused her to experience a  
7 significant amount of anxiety and stress.

8 30. In addition to the constant collection calls that were placed to Plaintiff,  
9 Defendant continued to send collection notices and payment demands through email  
10 and regular mail, despite being aware that Plaintiff was represented by counsel.

11 31. Aaron's would also routinely send employees to stalk Plaintiff and wait  
12 outside her home in an effort to coerce her into making payments on the account.

13 32. The presence of Aaron's employees stationed outside of her home caused  
14 Plaintiff to experience a significant amount of anxiety as the sign of the employees  
15 waiting by the curb was disturbing and threatening to Plaintiff.

16 33. Defendant would often call Plaintiff numerous times each day demanding  
17 payment on the account.

18 34. Defendant would use an automatic dialing machine when placing the calls to  
19 Plaintiff.

20 35. Defendant's automatic dialing machine contains the capacity to randomly  
21 dial numbers.

22 36. Defendant would leave pre-recorded messages on Plaintiff's cellular  
23 telephone.

24 37. Most of the messages left by Defendant when Plaintiff did not answer the  
25 collection calls were pre-recorded.

26 38. Plaintiff was contacted repeatedly regarding non-payment of the debt owed  
27 to Defendant despite Defendant being notified that Plaintiff had retained counsel to  
28

1 deal specifically with the debt owed to Defendant and that Plaintiff revoked consent  
2 to be contacted on her cellular telephone.

3 39. Defendant's calls were frequent in nature and continued despite receiving  
4 written confirmation that Plaintiff was represented by an attorney and that all calls  
5 to Plaintiff's cellular telephone were to stop.

6 40. Defendant intentionally ignored Plaintiff's certified letter of representation  
7 of revocation of consent and willfully attempted to coerce Plaintiff into making  
8 payment on her account by overwhelming her cellular telephone with auto dialed  
9 calls.

10 41. Aaron's intended to frustrate and annoy Plaintiff at all times of the day,  
11 regardless of where Plaintiff was and ignoring that Plaintiff retained counsel to  
12 address her Aaron's account.

13 42. Despite receiving written notice regarding Plaintiff's representation by  
14 counsel and revocation of her consent to be contacted on her cellular telephone  
15 Defendant continued to call and contact Plaintiff daily regarding her account with  
16 Defendant.

17  
18 **FIRST CAUSE OF ACTION**  
19 (Violation of the Rosenthal Act)  
20 (Cal. Civ. Code §§ 1788-1788.32)  
(Against Defendant Aaron's)

21 43. Plaintiff realleges and incorporates herein the allegations in each and every  
22 paragraph above as though fully set forth herein.

23 44. Plaintiff provided written notice via certified mail that she was represented  
24 by sending Defendant a letter with the name, address, and contact information of her  
25 attorney and informed Defendant that she was represented.  
26  
27  
28

1 45. Defendant continued to call and attempt to contact Plaintiff despite receiving  
2 notice of representation and being informed that Plaintiff had retained counsel and  
3 represented Plaintiff with respect to the debt that was owed to Defendant.

4 46. The calls and communications made by Defendant to Plaintiff were not  
5 related to statements of Plaintiff's account and were attempts to collect a debt.

6 47. Plaintiff received over 35 calls from Defendant after Defendant was aware  
7 Plaintiff was represented by counsel.

8 48. Defendant also mailed payment demands to Plaintiff after it became aware  
9 she was represented by counsel.

10 49. Defendant violated Cal. Civ. Code §1788.14 by contacting Plaintiff after  
11 receiving notice that Plaintiff had retained an attorney.

12  
13 **SECOND CAUSE OF ACTION**

14 (Violation of the Rosenthal Act)

15 (Cal. Civ. Code §§ 1788-1788.32)

16 (Against Defendant Aaron's)

17 50. Plaintiff realleges and incorporates herein the allegation in each and every  
18 paragraph above as though fully set forth herein.

19 51. Defendant placed at least 35 calls to Plaintiff.

20 52. Plaintiff was contacted multiple times per day by Defendant.

21 53. Defendant sent written payment demands and collection notices to Plaintiff  
22 in addition to the phone calls.

23 54. Defendant violated Cal. Civ. Code §1788.11(d) by contacting Plaintiff over  
24 35 times in a deliberate attempt to call Plaintiff repeatedly and annoy Plaintiff.

25 **THIRD CAUSE OF ACTION**

26 (Violation of the Rosenthal Act)

27 (Cal. Civ. Code §§ 1788-1788.32)

28 (Against Defendant Aaron's)

1 55. Plaintiff realleges and incorporates herein the allegation in each and every  
2 paragraph above as though fully set forth herein.

3  
4 56. Defendant placed at least 35 calls to Plaintiff.

5 57. Plaintiff was contacted multiple times per day by Defendant.

6 58. Defendant sent written payment demands and collection notices to Plaintiff  
7 in addition to the phone calls.

8 59. Defendant violated Cal. Civ. Code §1788.11(e) by contacting Plaintiff over  
9 35 times in a deliberate attempt to call Plaintiff repeatedly and annoy Plaintiff.

10 **FOURTH CAUSE OF ACTION**

11 (Violation of the Rosenthal Act)

12 (Cal. Civ. Code §§ 1788-1788.32)

13 (Against Defendant Aaron's)

14 60. Plaintiff realleges and incorporates herein the allegations in each and every  
15 paragraph above as though fully set forth herein.

16 61. Defendant placed over 35 calls to Plaintiff.

17 62. Plaintiff was contacted multiple times per day by Defendant.

18 63. Aaron's knew that Plaintiff was represented by an attorney as it received  
19 certified notice stating as much.

20 64. Defendant violated Cal. Civ. Code §1788.17, in violation of 15 U.S.C. §§  
21 1692(d) and (c) by calling Plaintiff after Aaron's knew that Plaintiff was  
22 represented by counsel and in an attempt to harass and annoy Plaintiff.

23  
24 **FIFTH CAUSE OF ACTION**

25 (Violation of the Rosenthal Act)

26 (Cal. Civ. Code §§ 1788-1788.32)

27 (Against Defendant Aaron's)



1 65. Plaintiff realleges and incorporates herein the allegation in each and every  
2 paragraph above as though fully set forth herein.

3 66. Defendant would frequently send its employees to Plaintiff's home to wait  
4 outside and on her street in an effort to harass and coerce Plaintiff to make a payment  
5 on the account.

6 67. Defendant would also have its employees drive by Plaintiff's house  
7 frequently while she was home.

8 68. Plaintiff felt threatened and bullied by the actions of Aaron's in its collection  
9 attempts.

10 69. Defendant violated Cal. Civ. Code §1788.10(a) by engaging in threatening  
11 behavior.

12  
13 **SIXTH CAUSE OF ACTION**

14 (Intrusion Upon Seclusion)  
15 (Against Defendant Aaron's)

16 70. Plaintiff realleges and incorporates herein the allegations in each and every  
17 paragraph above as set forth herein.

18 71. The California legislature explicitly recognized a consumer's inherent right  
19 to privacy in collection matters in passing the Rosenthal Fair Debt Collection  
20 Practices Act and incorporating most of the Federal Act's provisions into the  
21 Rosenthal Act.

22 72. According to findings by the FCC, the agency Congress vested with authority  
23 to issue regulations implementing the TCPA, such calls are prohibited because, as  
24 Congress found, automated or prerecorded telephone calls are a greater nuisance and  
25 invasion of privacy than live solicitation calls, and such calls can be costly and  
26 inconvenient.  
27  
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1 73. Aaron's intentionally interfered, physically or otherwise, with the solitude  
2 and seclusion of Plaintiff, namely by engaging in unlawful and intrusive  
3 communications.

4 74. Aaron's intentionally caused harm to Plaintiff's emotional well-being by  
5 engaging in highly offensive conduct in the course of collecting its debt, and thereby  
6 invaded and intruded upon Plaintiff's rights to privacy.

7 75. Plaintiff has a reasonable expectation of privacy in her solitude, seclusion,  
8 and/or private concerns and affairs.

9 76. These intrusions and invasions against Plaintiff by Aaron's occurred in a way  
10 that would be highly offensive to a reasonable person in that position.

11 77. Aaron's received notice stating that it was no longer to contact Plaintiff as  
12 she was represented by counsel and revoked her consent to be contacted on her  
13 cellular telephone.

14 78. As a result of such invasions of privacy, Plaintiff is entitled to actual damages  
15 in an amount to be determined at trial from Aaron's.

16 **Cal. Civ. Code § 3294**

17 79. Aaron's also acted with oppression, fraud, and/or malice, thereby entitling  
18 Plaintiff to exemplary damages in an amount according to proof and a finder of fact  
19 at trial.

20 80. Aaron's had actual knowledge that it continued to violate both state and  
21 federal collection laws as it received notice regarding representation of Plaintiff by  
22 an attorney.

23 81. These calls were done with knowledge that Plaintiff was represented by  
24 counsel and could not be communicating directly with Plaintiff, let alone using an  
25 automated telephone dialing system.

26 82. Given Defendant's knowledge of Plaintiff's representation and revocation of  
27 consent, these calls were an attempt to collect a debt in an illegal manner with a  
28

conscious disregard for Plaintiff's rights under both the Rosenthal Fair Debt Collection Practices Act and the Telephone Consumer Protection Act.

83. Given Defendant's knowledge of Plaintiff's representation and revocation of consent, Defendant's illegal communications were done to intentionally subject Plaintiff to the unjust hardship of receiving at least thirty-five calls/pre-recorded messages.

84. The sheer volume of calls was intentionally designed to exhaust Plaintiff into paying Defendant.

85. Aaron's also acted with oppression, fraud, and/or malice, thereby entitling Plaintiff to punitive damages in an amount according to proof and a finder of fact at trial.

### **SEVENTH CAUSE OF ACTION**

(Violation of the TCPA)

(47 USC § 227)

(Against Defendant Aaron's Bank)

86. Plaintiff realleges and incorporates herein the allegations in each and every paragraph above as though fully set forth herein.

87. Defendant was informed that Plaintiff revoked her consent to be contacted by Defendant in January of 2022.

88. Defendant called Plaintiff at least 35 times after Plaintiff withdrew her consent to be contacted by an automatic dialing machine.

89. Defendant was notified that Plaintiff had revoked her consent to be contacted on her cellular telephone by an automatic dialing machine, however, despite being Plaintiff's revocation, Aaron's continued place calls to Plaintiff's cellular telephone without her consent and with complete disregard the prior notice that was received by Aaron's.

90. Defendant would contact Plaintiff nearly daily regarding payment on the accounts.

1 91. Defendant placed the above cited calls using an artificial or prerecorded voice  
2 to deliver the collection messages without Plaintiff's prior express consent.

3 92. Defendant would often leave pre-recorded messages on Plaintiff's cellular  
4 telephone.

5 93. Defendant's automatic dialing machine contains the capacity to randomly  
6 dial telephone numbers.

7 94. All calls placed by Defendant to Plaintiff utilized an "automatic telephone  
8 dialing system" as defined by 47 U.S.C. §227(a)(1).

9 95. These calls were made to Plaintiff's cellular telephone and were not calls for  
10 an emergency purposed as defined by 47 U.S.C. §227(b)(1)(B).

11 96. Plaintiff expressly revoked any consent that may have previously been given  
12 to Defendant to be contacted by an automatic dialing machine in January of 2022.

13 97. These telephone calls by Defendant, or its agent, violated 47 U.S.C.  
14 §227(b)(1)(A)(iii).

15 **DEMAND FOR JURY TRIAL**

16 Pursuant to Federal Rules of Civil Procedure 38, Plaintiff hereby demands a  
17 trial by jury for all issues of fact triable by jury.

18 Wherefore, Plaintiff prays for judgment as hereinafter set forth.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff prays for judgment as follows:

- 21 **a.** An award of actual, statutory, and punitive damages.
- 22 **b.** An award of actual damages pursuant to California Civil Code  
23 §1788.30(a), as will be proven at trial, which are cumulative and in  
24 addition to all other remedies provided for in any other cause of action  
25 pursuant to California Civil Code §1788.32.
- 26 **c.** An award of statutory damages of \$1,000.00 pursuant to Cal. Civ. Code  
27 §1788.30(b), which are cumulative and in addition to all other remedies  
28 provided for in California Civil Code §1788.32.

- d. An award of statutory damages of \$1,000 pursuant to Cal. Civ. Code § 1788.17, which incorporates 15 U.S.C. § 1692k
- e. An award of costs of litigation and reasonable attorney's fees pursuant to Cal. Civ. Code §1788.30(c) and 15 U.S.C. § 1692k.
- f. Exemplary damages pursuant to California Civil Code § 3294.
- g. An award of statutory damages of \$1,500.00 pursuant to 47 U.S.C. §227(b)(3)(C) for each and every violation; and
- h. Pursuant to 47 U.S.C. §227(b)(3)(A), injunctive relief prohibiting such conduct in the future.

**Gale, Angelo, Johnson, & Pruett, P.C.**

Dated: April 19, 2022

By: /s/ Joe Angelo  
Joe Angelo  
Attorney for Plaintiff